

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Janaea Nolen

Debtor(s)

CHAPTER 13

BANK OF AMERICA, N.A.

Movant

vs.

NO. 22-12963 AMC

Janaea Nolen

Debtor(s)

Jonas E Nolen

Co-Debtor(s)

Kenneth E. West

Trustee

11 U.S.C. Section 362 and 1301

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

1. Movant is Bank of America, N.A.

2. On November 04, 2022, Debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code.

3. Movant is the holder of the Motor Vehicle Retail Installment Sales Contract - Simple Finance Charge (with Arbitration Provision) ("Contract") signed by Debtor and Co-Debtor, and correct copy of the Contract is attached hereto as Exhibit A.

4. Movant is secured under the Contract by properly perfected first lien security interest in a 2019 FORD ESCAPE, ("Vehicle"), bearing a VIN Number 1FMCU0GD0KUA99789. A copy of the Texas Certificate of Title is attached hereto as Exhibit B.

5. By virtue of the above, Movant is holder of a secured claim against Debtor.

6. Debtor and Co-Debtor are in default under the terms of the Contract by failing to make post-petition payments for the months of November 16, 2022, through April 16, 2023, in the amount of \$386.39 each for a total post-petition arrearage of \$2,318.34 as of May 04, 2023.

7. As of May 04, 2023, the outstanding balance under the Contract is \$13,068.36.

8. Per the JD Power Value Report, the fair market average value of the Vehicle is \$18,525.00. A copy of the JD Power Value Report is attached hereto as Exhibit C.

9. Movant alleges that the automatic stay should be lifted for the cause pursuant to 11 U.S.C. Section 362 (d)(1) in that Movant lacks adequate protection of its interest in the Vehicle as evidenced by the following:

(a) Debtor and Co-Debtor defaulted under the terms of the Contract by failing to make post-petition installment payments when due and owing thereunder;

WHEREFORE, Movant respectfully prays that, upon final hearing of this Motion (1) the automatic stay will be terminated as to Movant to permit Movant to seek its statutory and other available remedies (2) Movant be permitted to obtain possession of the Vehicle to the exclusion of Debtor and Co-Debtor (3) Movant be granted such and other further relief, at law or in equity as it is just.

/s/ Mark A. Cronin

Mark A. Cronin, Esquire
KML Law Group, P.C.
BNY Mellon Independence Center
701 Market Street, Suite 5000
Philadelphia, PA 19106
Phone: (215)-627-1322
mcronin@kmlawgroup.com